

UNITED STATES DISTRICT COURT  
IN AND FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Mahtab Matinkhosrawi

Plaintiff

Case No.: CV

**ANSWER**

Vs.

Fulton Friedman & Gullace LLP

Defendants

As and for its Answer to Plaintiff's Complaint, Defendant, Fulton Friedman & Gullace LLP (hereafter, "FF&G") states as affirmatively asserts as follows:

1. FF&G is without knowledge or information sufficient to form a belief as to Plaintiff's purpose in filing this lawsuit, and thus denies.
2. FF&G reasserts all of its answers to paragraph 1 in response to paragraph 2 of Plaintiff's complaint.
3. FF&G admits the allegations set forth in paragraphs 3, 4, and 5. As to paragraph 6, it is admitted upon information and belief.
4. FF&G reasserts all of its answers to paragraphs 1 – 6 in response to paragraph 7 of Plaintiff's complaint.
5. FF&G admits, in response to paragraph 8 of Plaintiff's complaint and upon information and belief that Plaintiff is an individual who resides in North Wales, Pa. All of the remaining allegations contained in paragraph 8 of Plaintiff's complaint are specifically denied.

- 1 6. FF&G denies the allegations contained in paragraph 9 of Plaintiff's complaint, but admits  
2 that FF&G is a law firm with offices in Rochester, N.Y. and in Phoenix, Az.
- 3 7. FF&G reasserts all of its answers to paragraph 1-9 in response to paragraph 10 of  
4 Plaintiff's complaint.
- 5 8. FF&G admits the allegations contained in paragraphs 11, 12, 13, 14, 15 and 16 of  
6 Plaintiff's complaint.
- 7 9. FF&G denies the allegations contained in paragraphs 17, 18, 19, and 20 of Plaintiff's  
8 complaint.
- 9 10. FF&G denies making false threats of legal action as asserted in paragraphs 21 and 22 of  
10 Plaintiff's complaint. As to the content of the statutes referenced in those paragraphs, the  
11 statutes speak for themselves, and thus are specifically denied.
- 12 11. FF&G denies the allegations contained in paragraphs 23 and 24 of Plaintiff's Complaint.
- 13 12. FF&G reasserts all of its answers to paragraph 1- 24 in response to paragraph 25 of  
14 Plaintiff's complaint.
- 15 13. FF&G denies the allegations contained in paragraphs 26, 27, 28, and 29 of Plaintiff's  
16 Complaint.
- 17 14. FF&G reasserts all of its answers to paragraph 1 - 29 in response to paragraph 30 of  
18 Plaintiff's complaint.
- 19 15. FF&G denies the allegations contained in paragraphs 31, 32, 33, and 34 of Plaintiff's  
20 Complaint.
- 21 16. FF&G reasserts all of its answers to paragraph 1 - 34 in response to paragraph 35 of  
22 Plaintiff's complaint.
- 23 17. FF&G denies the allegations contained in paragraphs 36, 37 and 38 of Plaintiff's  
24 complaint.  
25

1 18. FF&G reasserts all of its answers to paragraphs 1 - 38 in response to paragraph 39 of  
2 Plaintiff's complaint.

3 19. FF&G denies all remaining allegations asserted in Plaintiff's complaint, at paragraphs 40,  
4 41, 42, 43, and 44.

5 20. All allegations not specifically admitted herein are denied.

6 As and for its affirmative defenses, Defendant, FF&G asserts:

7 A. The statute of limitations has not expired on the debt which underlies this lawsuit;

8 B. Defendant has authority to file suit to collect debts owed to Defendant's client, Midland  
9 Funding, LLC / Midland Credit Management, Inc.;

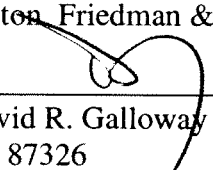
10 C. Assumption of risk in failing to pay a debt due and owing;

11 D. Failure to state a claim upon which relief may be granted.

12 WHEREFORE, Defendant, Fulton Friedman & Gullace LLP requests this Court enter an  
13 Order dismissing this case with prejudice, each party to bear its own costs and attorney fees.

14 Respectfully submitted this 12th day of April, 2011.

15 Fulton Friedman & Gullace, LLP

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